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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF WASHINGTON
10 AT RICHLAND

10 CARRIE ADKINS,

11 Plaintiff,

12 v.

13 LIFE INSURANCE COMPANY OF
14 NORTH AMERICA,

15 Defendant.

No. 4:20-cv-05104-TOR

STIPULATED PROTECTIVE
ORDER

16 1. PURPOSES AND LIMITATIONS

17 Discovery in this action is likely to involve production of confidential,
18 proprietary, or private information for which special protection may be
19 warranted. Accordingly, the parties hereby stipulate to and petition the court to
20 enter the following Stipulated Protective Order. The parties acknowledge that this
21 agreement is consistent with LCR 26(c). It does not confer blanket protection on
22 all disclosures or responses to discovery, the protection it affords from public
23 disclosure and use extends only to the limited information or items that are
24 entitled to confidential treatment under the applicable legal principles, and it does
25 not presumptively entitle parties to file confidential information under seal.
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STIPULATED PROTECTIVE ORDER - 1
Case No. 4:20-cv-05104-TOR

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1 2. “CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include the following documents and
3 tangible things produced or otherwise exchanged:

- 4 • Claim handling policies and procedures;

5 3. SCOPE

6 The protections conferred by this agreement cover not only confidential
7 material (as defined above), but also (1) any information copied or extracted from
8 confidential material; (2) all copies, excerpts, summaries, or compilations of
9 confidential material; and (3) any testimony, conversations, or presentations by
10 parties or their counsel that might reveal confidential material.

11 However, the protections conferred by this agreement do not cover
12 information that is in the public domain or becomes part of the public domain
13 through trial or otherwise.

14 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

15 4.1 Basic Principles. A receiving party may use confidential material
16 that is disclosed or produced by another party or by a non-party in connection
17 with this case only for prosecuting, defending, or attempting to settle this
18 litigation. Confidential material may be disclosed only to the categories of
19 persons and under the conditions described in this agreement. Confidential
20 material must be stored and maintained by a receiving party at a location and in
21 a secure manner that ensures that access is limited to the persons authorized under
22 this agreement.

23 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the designating party, a
25 receiving party may disclose any confidential material only to:
26

1 (a) the receiving party's counsel of record in this action, as well
2 as employees of counsel to whom it is reasonably necessary to disclose the
3 information for this litigation;

4 (b) the officers, directors, and employees (including in house
5 counsel) of the receiving party to whom disclosure is reasonably necessary for
6 this litigation, unless the parties agree that a particular document or material
7 produced is for Attorney's Eyes Only and is so designated;

8 (c) experts and consultants to whom disclosure is reasonably
9 necessary for this litigation and who have signed the "Acknowledgment and
10 Agreement to Be Bound" (Exhibit A);

11 (d) the court, court personnel, and court reporters and their staff;

12 (e) copy or imaging services retained by counsel to assist in the
13 duplication of confidential material, provided that counsel for the party retaining
14 the copy or imaging service instructs the service not to disclose any confidential
15 material to third parties and to immediately return all originals and copies of any
16 confidential material;

17 (f) during their depositions, witnesses in the action to whom
18 disclosure is reasonably necessary and who have signed the "Acknowledgment
19 and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the
20 designating party or ordered by the court. Pages of transcribed deposition
21 testimony or exhibits to depositions that reveal confidential material must be
22 separately bound by the court reporter and may not be disclosed to anyone except
23 as permitted under this agreement;

24 (g) the author or recipient of a document containing the
25 information or a custodian or other person who otherwise possessed or knew the
26 information.

1 4.3 Filing Confidential Material. Before filing confidential material or
2 discussing or referencing such material in court filings, the filing party shall
3 confer with the designating party to determine whether the designating party will
4 remove the confidential designation, whether the document can be redacted, or
5 whether a motion to seal or stipulation and proposed order is warranted. During
6 the meet and confer process, the designating party must identify the basis for
7 sealing the specific confidential information at issue, and the filing party shall
8 include this basis in its motion to seal, along with any objection to sealing the
9 information at issue.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for
12 Protection. Each party or non-party that designates information or items for
13 protection under this agreement must take care to limit any such designation to
14 specific material that qualifies under the appropriate standards. The designating
15 party must designate for protection only those parts of material, documents,
16 items, or oral or written communications that qualify, so that other portions of
17 the material, documents, items, or communications for which protection is not
18 warranted are not swept unjustifiably within the ambit of this agreement.

19 Mass, indiscriminate, or routinized designations are prohibited.
20 Designations that are shown to be clearly unjustified or that have been made for
21 an improper purpose (*e.g.*, to unnecessarily encumber or delay the case
22 development process or to impose unnecessary expenses and burdens on other
23 parties) expose the designating party to sanctions.

24 If it comes to a designating party's attention that information or items that
25 it designated for protection do not qualify for protection, the designating party
26

1 must promptly notify all other parties that it is withdrawing the mistaken
2 designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided
4 in this agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as
5 otherwise stipulated or ordered, disclosure or discovery material that qualifies for
6 protection under this agreement must be clearly so designated before or when the
7 material is disclosed or produced.

8 (a) Information in documentary form: (*e.g.*, paper or electronic
9 documents and deposition exhibits, but excluding transcripts of depositions or
10 other pretrial or trial proceedings), the designating party must affix the word
11 “CONFIDENTIAL” to each page that contains confidential material. If only a
12 portion or portions of the material on a page qualifies for protection, the
13 producing party also must clearly identify the protected portion(s) (*e.g.*, by
14 making appropriate markings in the margins).

15 (b) Testimony given in deposition or in other pretrial
16 proceedings: the parties and any participating non-parties must identify on the
17 record, during the deposition or other pretrial proceeding, all protected testimony,
18 without prejudice to their right to so designate other testimony after reviewing
19 the transcript. Any party or non-party may, within fifteen days after receiving the
20 transcript of the deposition or other pretrial proceeding, designate portions of the
21 transcript, or exhibits thereto, as confidential. If a party or non-party desires to
22 protect confidential information at trial, the issue should be addressed during the
23 pre-trial conference.

24 (c) Other tangible items: the producing party must affix in a
25 prominent place on the exterior of the container or containers in which the
26 information or item is stored the word “CONFIDENTIAL.” If only a portion or

1 portions of the information or item warrant protection, the producing party, to the
2 extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the designating party's right to secure protection under this agreement for such
6 material. Upon timely correction of a designation, the receiving party must make
7 reasonable efforts to ensure that the material is treated in accordance with the
8 provisions of this agreement.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any party or non-party may challenge a
11 designation of confidentiality at any time. Unless a prompt challenge to a
12 designating party's confidentiality designation is necessary to avoid foreseeable,
13 substantial unfairness, unnecessary economic burdens, or a significant disruption
14 or delay of the litigation, a party does not waive its right to challenge a
15 confidentiality designation by electing not to mount a challenge promptly after
16 the original designation is disclosed.

17 6.2 Meet and Confer. The parties must make every attempt to resolve
18 any dispute regarding confidential designations without court involvement. Any
19 motion regarding confidential designations or for a protective order must include
20 a certification, in the motion or in a declaration or affidavit, that the movant has
21 engaged in a good faith meet and confer conference with other affected parties in
22 an effort to resolve the dispute without court action. The certification must list
23 the date, manner, and participants to the conference. A good faith effort to confer
24 requires a face-to-face meeting or a telephone conference.

25 6.3 Judicial Intervention. If the parties cannot resolve a challenge
26 without court intervention, the designating party may file and serve a motion to

1 retain confidentiality under Local Civil Rule 7. The burden of persuasion in any
2 such motion shall be on the designating party. Frivolous challenges, and those
3 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses
4 and burdens on other parties) may expose the challenging party to sanctions. All
5 parties shall continue to maintain the material in question as confidential until the
6 court rules on the challenge.

7 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED
8 PRODUCED IN OTHER LITIGATION

9 If a party is served with a subpoena or a court order issued in other
10 litigation that compels disclosure of any information or items designated in this
11 action as “CONFIDENTIAL,” that party must:

12 (a) promptly notify the designating party in writing and include
13 a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena
15 or order to issue in the other litigation that some or all of the material covered by
16 the subpoena or order is subject to this agreement. Such notification shall include
17 a copy of this agreement; and

18 (c) cooperate with respect to all reasonable procedures sought to
19 be pursued by the designating party whose confidential material may be affected.

20 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a receiving party learns that, by inadvertence or otherwise, it has
22 disclosed confidential material to any person or in any circumstance not
23 authorized under this agreement, the receiving party must immediately (a) notify
24 in writing the designating party of the unauthorized disclosures, (b) use its best
25 efforts to retrieve all unauthorized copies of the protected material, (c) inform the
26 person or persons to whom unauthorized disclosures were made of all the terms

1 of this agreement, and (d) request that such person or persons execute the
2 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
3 Exhibit A.

4 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

6 When a producing party gives notice to receiving parties that certain
7 inadvertently produced material is subject to a claim of privilege or other
8 protection, the obligations of the receiving parties are those set forth in Federal
9 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
10 whatever procedure may be established in an e-discovery order or agreement that
11 provides for production without prior privilege review. The parties agree to the
12 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

13 10. NON TERMINATION AND RETURN OF DOCUMENTS

14 Within 60 days after the termination of this action, including all appeals,
15 each receiving party must return all confidential material to the producing party,
16 including all copies, extracts and summaries thereof. Alternatively, the parties
17 may agree upon appropriate methods of destruction.

18 Notwithstanding this provision, counsel are entitled to retain one archival
19 copy of all documents filed with the court, trial, deposition, and hearing
20 transcripts, correspondence, deposition and trial exhibits, expert reports, attorney
21 work product, and consultant and expert work product, even if such materials
22 contain confidential material.

23 The confidentiality obligations imposed by this agreement shall remain in
24 effect until a designating party agrees otherwise in writing or a court orders
25 otherwise.

26 /////

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: February 5, 2021

3 LAW OFFICE OF MEL CRAWFORD

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9 Attorneys for Plaintiff

10 DATED: February 5, 2021

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12 By s/ Stephania Denton

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20 Attorneys for Defendant Life Insurance
21 Company of North America
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1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the
3 production of any documents in this proceeding shall not, for the purposes of this
4 proceeding or any other federal or state proceeding, constitute a waiver by the
5 producing party of any privilege applicable to those documents, including the
6 attorney-client privilege, attorney work-product protection, or any other privilege
7 or protection recognized by law.
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9 DATED: February 5, 2021. February 5, 2021



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11 The Honorable Thomas O. Rice
12 United States District Court Judge
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STIPULATED PROTECTIVE ORDER - 10
Case No. 4:20-cv-05104-TOR

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name],
of _____ [print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court
for the Eastern District of Washington on [date] in the case of *Adkins v. Life Ins.*
Co. of N. Am., No. 4:20-cv-05104-TOR. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of
this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Eastern District of Washington for the purpose of enforcing the
terms of this Stipulated Protective Order, even if such enforcement proceedings
occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____